

INTERLOCAL AGREEMENT FOR THE ADMINISTRATION OF
EBEY'S LANDING NATIONAL HISTORICAL RESERVE

WHEREAS, the Act establishing Ebey's Landing National Historical Reserve, hereinafter called "Reserve", Public Law 95-625 (92 Stat. 3507), authorized the Secretary of the Interior, pursuant to a cooperative agreement, to transfer management and administration of the Reserve to an appropriate unit of local government, and

WHEREAS, the Secretary has found that adequate zoning and land use controls to protect the historic and natural features of the area have been enacted by the state and local governments, and

WHEREAS, the Comprehensive Plan for the Reserve calls for a cooperative agreement between Island County; the Town of Coupeville; the Washington State Park and Recreation Commission (State Parks) and the United States Department of the Interior, acting through the Regional Director, National Park Service, Pacific Northwest Region, for the administration and management of the Reserve, and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) permits local governmental units to enter into joint powers agreements with each other, with State Parks and the National Parks Service, NOW, THEREFORE,

IT IS HEREBY AGREED by Island County; the Town of Coupeville; State Parks and the National Park Service, as follows:

I. ESTABLISHMENT AND ORGANIZATION OF TRUST BOARD

1. A joint administrative board called the "Ebey's Landing National Historical Reserve Trust Board", hereinafter called the "Trust Board", is hereby created in accordance with the provisions of R.C.W. 39.34.030. The Trust Board shall consist of nine (9) members representing each agency as follows:

Island County: Three representatives of Island County residing within the Reserve; One representative of Island County at-large;

Town of Coupeville: Three representatives from the Town of Coupeville;

State Parks: One representative of State Parks;

National Park Service: One representative of the National Park Service.

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H.H. FERRIER, AUDITOR
 ISLAND COUNTY, WASH.
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2. Representatives of Island County shall be appointed by and serve at the pleasure of the Board of Island County Commissioners. Representatives of the Town of Coupeville shall be appointed by and serve at the pleasure of the Town Council. The representative of State Parks shall be appointed by and serve at the pleasure of the Director of State Parks. The representative of the National Park Service shall be appointed by and serve at the pleasure of the Regional Director, National Park Service, Pacific Northwest Region.

3. The Trust Board shall select from its membership a Chairman and Vice-Chairman, and such other officers as its members deem necessary to carry out its purposes hereunder.

4. The Trust Board shall adopt rules of procedure, consistent with this agreement, for calling and conducting its meetings and for carrying out its purposes hereunder, including frequency of regular meetings. The proposed rules of procedure for the Trust Board shall not be effective until approved by all parties to this agreement. The Trust Board shall comply with the provisions of the Open Public Meetings Act, Chapter 42.30 R.C.W., as now or hereafter amended.

5. Members of the Trust Board shall be enrolled as Volunteers in Parks (VIP) pursuant to the Act of July 29, 1970 (84. Stat.472). 16 USC Sections 18g-18j, and will perform such duties as assigned by the Regional Director of the National Park Service or his designated representative.

II. POWERS & RESPONSIBILITIES OF THE TRUST BOARD

The Trust Board shall be responsible for management of the Reserve as generally provided in the Comprehensive Plan for the Reserve, and in accordance with the Cooperative Agreement between the Trust Board and the National Park Service.

Administration and protection of sites, facilities and interests in land acquired and retained by the National Park Service and, by mutual written agreement between the Trust Board and a landowner, other lands within the Reserve;

Administration of programs within the scope of the Reserve purposes;

Monitoring and evaluation of compliance with and effectiveness of various conservation measures being used within the Reserve;

Participation in the land use review process of both Island County and the Town of Coupeville, to assure protection of valuable resources of the Reserve;

Cooperation with Town and County departments and staff to assure awareness and protection of valuable resources of the Reserve during routine governmental activities;

Entering into contracts to provide necessary materials and services to develop and maintain facilities and enhance and protect the resources of the Reserve;

Entering into contracts with individuals, private organizations, and local community and governmental bodies to protect, research, enhance, document and interpret the resources of the Reserve;

The Trust Board shall have the authority to accept and expend funds from the parties to this agreement and from other public and private sources for activities and purposes related to the operation of the Reserve, subject to the limitations established by the granting authority, organization or individual.

III. TRUST BOARD AUTHORITY TO ACQUIRE, HOLD AND DISPOSE OF PROPERTY

1. Real Property - The Trust Board is not authorized to acquire, hold or dispose of real property or real property rights.

2. Personal Property -The Trust Board may acquire, hold and dispose of personal property necessary to carry out its duties and responsibilities subject to funding limitations. The Trust Board in acquiring, holding and disposing of personal property shall comply with all applicable federal laws, rules, Washington State laws, Island County ordinances and Coupeville Town ordinances.

3. Distribution of Personal Property upon Termination of Agreement - Upon termination of this agreement, all personal property held by the Trust Board for the management and administration of the Reserve, unless by grant agreement or other agreement the property must be disposed of another way, shall be transferred to the Secretary of the Interior or unit of local government that will assume the management and administration of the Reserve.

IV. MANNER OF FINANCING THE TRUST BOARD AND ESTABLISHING/ MAINTAINING A BUDGET

The Trust Board shall prepare an annual budget showing proposed revenues and expenditures for each fiscal year. The Trust Board shall observe the fiscal year as defined for the U.S. Government. Budget requests shall be submitted jointly to the Regional Director of the Pacific Northwest Region of the National Park Service, and to the Island County Commissioners not later than July 1st for the fiscal year beginning the following October 1st. Expenditures for each fiscal year shall not exceed amounts provided from all revenue sources. Funds provided to the Trust Board by the parties to this agreement shall be maintained as a separate fund in the County Treasury designated "Operating Fund of the Ebey's Landing National Historical Reserve Trust Board". These funds, pursuant to R.C.W. 43.09.285, will be subject to the same audit and fiscal control as other accounts held by the Island County Treasury.

The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Trust Board regarding the administration of the Reserve for the purpose of making audits, examination, excerpts, and transcripts as provided in OMB Circular No. A-102. State Parks, Island County and the Town of Coupeville shall have similar access to the above described books, documents, papers and records.

V. DUTIES AND RESPONSIBILITIES OF CONTRACTING PARTIES

1. National Park Service

The parties to this agreement recognize that the acquisition of land and construction of interpretive wayside exhibits, highway pull-offs, and viewing platforms may not have been completed at the time this agreement is executed. It is understood that the National Park Service will, as funds are available, continue the acquisition of land and construction of facilities as outlined in the Comprehensive Plan for Ebey's Landing National Historical Reserve.

The National Park Service will use the Comprehensive Plan as a planning tool for the Reserve.

The U.S. Department of the Interior through the National Park Service shall request an appropriation through customary budgetary procedures to defray a portion--not to exceed 50%--of annual operational costs of the Reserve. The remaining costs, which may consist of direct financial contributions or in-kind services, will be provided for from other sources. (STATE, COUNTY, TOWN)

The Regional Director of the National Park Service's Pacific Northwest Regional Office will provide advice, information and guidance as needed to the Trust Board. Each year, the Service will conduct an appraisal of the management and operation of the Reserve under the requirements of Paragraph (e), Section 508 of P.L. 95-625.

2. Island County.

Island County will use the Comprehensive Plan for Ebey's Landing National Historical Reserve as an element of the Island County Comprehensive Plan. The County will annually provide direct and in-kind financial support up to one-half of the operating costs of the Ebey's Landing National Historical Reserve subject to the limitation of amounts annually appropriated in the County's budget.

3. Town of Coupeville

The Town of Coupeville will use the Comprehensive Plan for Ebey's Landing National Historical Reserve as an element of the Town's Comprehensive Plan. The Town of Coupeville annually will provide in-kind financial support such as maintenance of wayside exhibits located within Town limits, and may provide other direct or indirect financial support.

4. State Parks

State Parks will use the Comprehensive Plan for Ebey's Landing National Historical Reserve as a planning tool for projects and facilities within the Reserve. State Parks may provide financial assistance through public grants or other financial support, including in-kind contributions to the Trust Board, and shall consult with the Trust Board in exercising its responsibilities and authority within the Reserve.

VI. LIABILITY/CONTRIBUTION/INSURANCE

1. To the extent as provided by law, the parties to this agreement will each contribute equally in payment of any award of damages and/or the costs of legal defense in any legal and/or equitable action brought based upon alleged wrongful acts or omissions of the Trust Board in carrying out the terms of this agreement. The parties may mutually agree to settle a claim and pay sums of money or agree to other relief prior to or after judgment is rendered. Any insurance policies described in paragraph VI(2) below will be subtracted from the total amount due before calculation of the equal portions to be paid by each party.

The liability of the United States shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act, 28 USC, Sections 2671-2680 (1982 ed.).

2.a. The Trust Board and its members will be named as additional insureds by one of the parties to this agreement, or the Trust Board will secure and maintain automobile insurance coverage insuring the Trust Board, its individual members and employees, if any, for automobile liability incurred while carrying out the duties and responsibilities of this agreement, for property damage and bodily injury of not less than \$1,000,000 combined single limit.

b. In addition, the Trust Board and its members will be named as additional insureds by one of the parties to this agreement or the Trust Board will secure and maintain insurance for Comprehensive General Liability including errors and omissions insurance, insuring the Trust Board, its individual members and employees, if any, in the amount of not less than \$1,000,000 combined single limit.

c. Any separate insurance policies obtained by the Trust Board shall name the parties to this agreement as additional insureds.

Copies of the insurance policies and declaration page(s) shall be delivered within 120 days of the effective date of this agreement to the parties to this agreement. All renewed or replacement policies shall be delivered to the parties to this agreement within 30 days of issuance.

VII. EARLY TERMINATION OF AGREEMENT

If the Secretary of the Interior or his designated representative determines that the Reserve is not being managed in a manner consistent with the purpose of P.L. 95-625, he shall give notice to the appropriate officials and provide for a ninety-day period to make such modifications in applicable laws, ordinances, rules and procedures as will be consistent with such purposes. If upon the expiration of such ninety-day period the Secretary determines that such modifications have not been made or are inadequate, he shall withdraw the management and administration from the parties to this agreement, and he shall manage such lands in accordance with P.L. 95-625.

VIII. WITHDRAWAL FROM AGREEMENT

Any party to this agreement, upon 90 days written notice to all other parties, may withdraw as a participant in this agreement. The agreement shall continue in full force and effect as to the remaining parties.

IX. DURATION OF AGREEMENT

Except as provided in paragraph VII above, this agreement shall remain in effect from the date that all parties have signed, unless otherwise terminated by agreement of the parties.

X. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner shall be admitted to any part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ISLAND COUNTY

Gordon H. Koetje
Gordon H. Koetje, Chairman
Board of Commissioners

Approved as to Form:

David L. Munson
Deputy Prosecuting Attorney

TOWN OF COUPEVILLE

Bette Coyne
Bette Coyne, Mayor

Approved as to Form:

[Signature]
Town Attorney

STATE OF WASHINGTON

Jan Tveten
Jan Tveten, Director
Parks & Recreation Commission

Approved as to Form:

Greg Edwards
For the Attorney General

NATIONAL PARK SERVICE

Charles H. Odegaard
Charles Odegaard
Regional Director

Contracting Officer

TRUST BOARD

Approved as to Form:

Alan R. Hancock
Alan Hancock
Attorney for Trust Board

July 21, 1988
Date

July 21, 1988
Date

July 21, 1988
Date

7/21/88
Date

July 18, 1988
Date

July 18, 1988
Date

July 20, 1988
Date

Date

7/22/88
Date